

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

ROOFERS LOCAL 195 PENSION FUND, by Patricia Redhead, Plan
Manager; ROOFERS LOCAL 195 HEALTH AND ACCIDENT FUND, by
Patricia Redhead, Plan Manager; ROOFERS LOCAL 195 ANNUITY FUND,
by Patricia Redhead, Plan Manager; ROOFERS LOCAL 195 JOINT
APPRENTICESHIP TRAINING FUND, by Ronald Haney and Joseph
Chiarizia, as Trustees; ROOFERS' LOCAL UNION NO. 195 LABOR-
MANAGEMENT COOPERATION COMMITTEE, by Ronald Haney and
Joseph Chiarizia, as Trustees; NATIONAL ROOFING INDUSTRY PENSION
FUND, by Kinsey Robinson, as Chairman; LOCAL 195 OF NEW YORK
UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO, by Ronald Haney, Business Manager,

Plaintiffs,

v.

W.J. FARLEY ROOFING CORPORATION, and JOYCE FARLEY, Individually,
and as an officer of W.J. FARLEY ROOFING CORPORATION,

Defendants.

STIPULATION AND
ORDER OF
DISCONTINUANCE WITH
RIGHT TO REOPEN

CIVIL ACTION NO.:

5:12-CV-01723
(DNH/DEP)

It is hereby stipulated and agreed, by and between the undersigned counsel, the attorneys of record for Plaintiffs and Defendants, no party being an infant or incompetent person or in the military service, as follows:

1. The action is settled in accordance with the terms of a Stipulation of Settlement ["Stipulation of Settlement"], executed by the Defendants on December 28, 2012, and executed by Plaintiffs on January 7, 2013, January 9, 2013 and January 9, 2013, which document is incorporated herein by reference.
2. The action is discontinued, without prejudice, pursuant to FRCP Rule 41(a), subject to the terms and conditions of this Stipulation and Order and the parties' right to reopen the action.

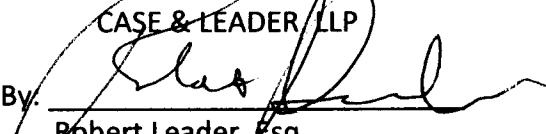
3. The Court expressly maintains and retains jurisdiction over this action, the settlement, and the parties for purposes of enforcing the settlement, obtaining compliance with the terms of the Stipulation of Settlement, and allowing Plaintiffs to proceed with entry of judgment against the Defendants in accordance with the terms and conditions of the Stipulation of Settlement.

4. In accordance with paragraph no. 3, the parties retain and are expressly granted the right to reopen this action to obtain compliance with the terms of the Stipulation of Settlement and to, among other things, allow Plaintiffs to proceed with entry of judgment against the Defendants in accordance with the terms and conditions of the Stipulation of Settlement.

DATED: January 9, 2013

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DATED: December 28, 2012

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IT IS SO ORDERED:

Dated: _____

IT IS SO ORDERED:


David E. Peebles
U.S. Magistrate Judge

Dated: January 11, 2013